



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

September 4, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: BUILDING & SAFETY DIVISION  
UNIVERSAL CITY STUDIOS OFFICE  
MT-85 (BUILDING NO. 7135) - UNIVERSAL CITY STUDIOS  
AMENDMENT TO LEASE  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act.
2. Approve the Amendment to Lease between Universal City Studios LLLP, L.P., and the County of Los Angeles.
3. Instruct the Chairman to sign the Amendment to Lease and authorize delivery to the landlord.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to amend the lease between Universal City Studios LLLP, L.P., and the County to extend the term of the lease through October 31, 2008.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1). The Amendment to Lease allows the County to continue to provide the public with access to quality information and services that are both beneficial and responsive.

### **FISCAL IMPACT/FINANCING**

Funds for the lease are available in the County Engineer General Fund.

The rent will remain at one hundred dollars (\$100.00) per month.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The original term of the lease was through October 31, 2006. The lease provided the County the right to hold over on a month-to-month basis under the same terms and conditions of the agreement. The County exercised its rights and now intends to extend the lease term to October 31, 2008, by the Amendment to Lease.

The Amendment to Lease is to extend the use of a trailer for office space by the Department of Public Works, Building & Safety Division, at Universal Studios.

The Amendment to Lease has been approved by County Counsel.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed amendment is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The amendment is within a class of activities that have been determined not to have a significant effect on the environment in that they meet the criteria specified in Section 15301 of State CEQA Guidelines and Class 1 of the County Environmental Document Reporting Procedures, Appendix 6.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Services to the public will remain uninterrupted.

The Honorable Board of Supervisors  
September 4, 2007  
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**CONCLUSION**

Please return one adopted copy of this letter and all three executed originals of this amendment to the Department of Public Works, Mapping & Property Management Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
PAP:mr

Attachments (2)

c: Auditor-Controller (Accounting Division - Asset Management)  
County Counsel  
Department of Public Works (Building & Safety, Fiscal)



## AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (Amendment) is entered into as of this <sup>4TH</sup> ~~29th~~ day of ~~March~~ <sup>Sept.</sup> 2007, by and between Universal City Studios LLLP, L.P. (Landlord) and COUNTY OF LOS ANGELES (Tenant).

- A. Landlord is the owner of certain real property and improvements known as Universal Studios, located in Universal City, California which is primarily used for a motion picture/television production complex and theme park (Universal Studios).
- B. Landlord and Tenant entered into that certain Administrative Lease and Agreement, dated August 22, 2003 (Lease) for those certain premises at Universal Studios known as Trailer MT-85 (Building No. 7135) located at 3900 Lankershim Boulevard, Universal City as more particularly described in the Lease (the Premises).
- C. The term of the Lease expired on October 31, 2006, and Tenant desired to holdover the term thereof on a month-to-month basis under the same terms and conditions, until agreement was reached to extend the term through October 31, 2008

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms**. All capitalized terms used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Amendment.
2. **Term**. The term of the Lease, as modified herein, shall be deemed extended through October 31, 2008.
3. **Notices**. Section 20 of the Lease shall be amended so that all notices to Landlord from and after the date hereof are sent to the following parties.

Universal City Studios, LLLP, L.P.  
100 Universal City Plaza  
Universal City, CA 91608-1002  
Attention: Michael Connor

with a copy to:

NBC Universal, Inc.  
30 Rockefeller Plaza  
New York, NY 10112  
Attention: Law Department

4. **Environmental.** Tenant shall not cause or permit any hazardous or toxic materials to be used, stored, generated or disposed of in, on or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, expenses or liabilities (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of the Lease for or in connection with the use, storage, generation or disposal of hazardous or toxic materials in, on or about the Premises by Tenant, its agents, employees, contractors or invitees.

5. **Relocation.** Landlord shall have the right, upon giving Tenant thirty (30) days' prior written notice to relocate Tenant to other premises at Universal Studios (the New Premises), and Tenant hereby agrees to relocate to the New Premises when required by Landlord. The New Premises will contain approximately the same rentable area as the Premises. Landlord will provide, at its expense, leasehold improvements in the New Premises equal to the standard of the leasehold improvements in the Premises which have been completed or which Landlord is obliged to provide in the Premises. Landlord will pay for any reasonable cost of moving Tenant's trade fixtures and furnishings from the Premises to the New Premises. Rent for the New Premises will be no greater than what it was for the Premises, even if the New Premises contain a greater rentable area. All other terms and conditions of this Lease will apply to the New Premises for the balance of the Term except that the rentable area will be amended.

6. **Full Force and Effect.** Except as hereinabove specifically modified and amended, the Lease (and all terms and conditions contained therein) shall remain unchanged and in full force and effect.

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the said COUNTY OF LOS ANGELES, a body corporate and politic, by order of its Board of Supervisors, has caused the Amendment to be subscribed by the Chairman of the Board and the seal of said COUNTY to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the LANDLORD has hereunto subscribed their names, the day and year first above written.

TENANT

COUNTY OF LOS ANGELES,  
a body corporate and politic

By: 

Chairman, Board of Supervisors of the  
County of Los Angeles

ATTEST:

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By: 

Deputy



LANDLORD

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Directors

By: 

Deputy

UNIVERSAL CITY STUDIOS LLLP, L.P.

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By: 

Name: M. CONNOR  
Title: EVF

By: 

Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 32

SEP 04 2007

HK:adg  
P2/B&S ACK

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SACHI A. HAMAI  
EXECUTIVE OFFICER



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.


The undersigned hereby certifies that on this 4<sup>TH</sup> day of SEPTEMBER, 20 07, the facsimile signature of ZEV YAROSLAVSKY, Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(COUNTY-SEAL)

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By  Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.,  
County Counsel

By  Deputy

## ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On March 29 2007, before me, Donna J Mullen

(Insert Name of Notary Public and Title)

the undersigned, personally appeared Michael Conner  
(Insert name and Title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna J Mullen  
Signature

Donna J Mullen  
(Name, Typed or Printed)



NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

## ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(Insert Name of Notary Public and Title)

the undersigned, personally appeared \_\_\_\_\_  
(Insert name and Title)

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name, Typed or Printed)

(Seal)